

DICKINSON WRIGHT PLLC

MICHAEL N. FEDER (Nevada Bar No. 7332)

Email: mfeder@dickinsonwright.com

3883 Howard Hughes Pkwy., Suite 800

Las Vegas, Nevada 89169

Tel: (702) 550-4440

Fax: (844) 670-6009

ARNOLD & PORTER KAYE SCHOLER LLP

EVAN M. ROTHSTEIN (Admitted Pro Hac Vice)

Email: evan.rothstein@arnoldporter.com

PATRICK B. HALL (Admitted Pro Hac Vice)

Email: patrick.hall@arnoldporter.com

370 Seventeenth Street, Suite 4400

Denver, Colorado 80202

Tel: (303) 863-1000

Fax: (303) 832-0428

ARNOLD & PORTER KAYE SCHOLER LLP

MICHAEL J. GERSHONI (Pro Hac Vice Application to be submitted)

Email: michael.gershoni@arnoldporter.com

601 Massachusetts Ave., NW

Washington, District of Columbia 20001

Tel: (202) 642-5000

Fax: (202) 942-5999

(Pro Hac Vice Application to be submitted)

Attorneys for Defendants Stadium Technology Group, Inc.

and GVC Holdings, PLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

PURE PARLAY, LLC a Nevada Limited
Liability Company,

Plaintiff,

v.

STADIUM TECHNOLOGY GROUP,
INC., a Nevada Corporation, and GVC
HOLDINGS, PLC, a company incorporated
in the Isle of Man,

Defendants.

Case No. 2:19-cv-00834-GMN-BNW

**GVC HOLDINGS, PLC'S AND
STADIUM TECHNOLOGY GROUP,
INC.'S MOTION TO DISMISS
PLAINTIFF'S THIRD AMENDED
COMPLAINT**

Defendants Stadium Technology Group, Inc. (“STG”) and GVC Holdings, PLC (“GVC”) (collectively “Defendants”), by and through their undersigned attorneys, respectfully move this Court for entry of an order dismissing Plaintiff Pure Parlay, LLC’s (“Plaintiff”) Third Amended Complaint (“Third Amended Complaint”) for failure to state a claim pursuant to Fed. R. Civ. P. Rule 12(b)(6) with prejudice. This Motion is made and based on the pleadings and papers on file in this matter and the memorandum of points and authorities below, and any oral argument the Court may entertain.

I. INTRODUCTION

Plaintiff’s thrice resurrected complaint fails to breathe new life into its still-implausible claims. On February 5, 2020 and January 11, 2021, respectively, the Court dismissed Plaintiff’s First and Second Amended Complaints for Patent Infringement of U.S. Patent No. 9,773,382 (the “’382 Patent”) for failure to state a claim based on pleading deficiencies. *See* Dkt. #’s 34, 64. Now, on its fourth attempt, Plaintiff’s reassembled allegations fare no better.

If a plausible claim of patent infringement existed, it is reasonable to assume that the Second Amended Complaint would have contained sufficient factual allegations to assert one.¹ But it did not. And now despite clear guidance and direction contained in the Court’s most recent Order of Dismissal as to the specific deficiencies in Plaintiff’s allegations, the Third Amended Complaint *still* does not plead a plausible claim of infringement. Thus, despite nearly *two years* to investigate and develop its claims and instructions from *two* different Court Orders, Plaintiff has once again failed to meet the most basic of pleading standards for any assertion of infringement—direct, indirect, or willful.

The Court’s prior Orders make it simple to identify the deficiencies in Plaintiff’s latest attempt. Most importantly, it is indisputable that the Accused Product may be used to place bets that do not produce “a better-defined *redistribution*” of points as expressly required by the claims. This is precisely why Plaintiff alleges that the Accused Product “enable[s]” or “allow[s]” the

¹ As this Court has previously explained, “[w]hile sufficient allegations are not difficult to imagine, the Court must rely on the facts alleged rather than those that could have been.” Dkt. # 64 at 11.

1 bettors to perform certain functions—as opposed to requiring them to do so. *See, e.g.*, Dkt. # 65,
 2 ¶ 11. In view of this inescapable fact regarding non-infringing uses, Plaintiff must do more than
 3 make generalized allegations regarding the Accused Product. Its allegations must focus on the
 4 allegedly infringing use of the Accused Product and explain why its case can overcome the divided
 5 infringement problems.

6 But Plaintiff cannot. Its inability to direct its direction or control allegations towards
 7 conduct that (allegedly) infringes both dooms its Third Amended Complaint and demonstrates that
 8 its divided infringement problem is insurmountable. The belated addition of indirect infringement
 9 allegations and claims do not result in a different outcome. Plaintiff should not be afforded yet
 10 another do-over and instead the Court should dismiss the Third Amended Complaint in its entirety
 11 and with prejudice.

12 **II. LEGAL STANDARDS**

13 **A. *Twombly and Iqbal* Plausibility Guidelines**

14 “To meet the plausibility standard, a plaintiff must plead ‘factual content that allows the
 15 court to draw the reasonable inference that the defendant is liable for the misconduct alleged.’
 16 Merely pleading facts that are consistent with liability or stating legal conclusions is not
 17 sufficient.” *Artrip v. Ball Corp.*, 735 F. App’x. 708, 714 (Fed. Cir. 2018) (non-precedential)
 18 (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)); *see also Nalco Co. v. Chem-Mod LLC*, 883
 19 F.3d 1337, 1347-48 (Fed. Cir. 2018) (applying the standards set forth in *Iqbal* and *Bell Atl. Corp.*
 20 *v. Twombly*, 550 U.S. 544 (2007) to claims of direct infringement).

21 In considering whether the complaint is sufficient to state a claim, the court will take all
 22 material allegations as true and construe them in the light most favorable to the plaintiff. *See NL*
 23 *Indus., Inc. v. Kaplan*, 792 F.2d 896, 898 (9th Cir. 1986). The court, however, is not required to
 24 accept as true allegations that are merely conclusory, unwarranted deductions of fact, or
 25 unreasonable inferences. *Sprewell v. Golden State Warriors*, 266 F.3d 979, 988 (9th Cir. 2001).
 26 A formulaic recitation of a cause of action with conclusory allegations is not sufficient; a plaintiff
 27 must plead facts pertaining to his own case making a violation “plausible,” not just “possible.”
 28

Ashcroft v. Iqbal, 556 U.S. 662, 677–79 (2009) (citing *Twombly*, 550 U.S. at 556) (“A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.”).

B. Proving Direct Infringement Under 35 U.S.C. § 271(a)

“[W]hoever without authority makes, uses, offers to sell, or sells any patented invention, within the United States or imports into the United States any patented invention during the term of the patent therefor, infringes the patent.” 35 U.S.C. § 271(a). For method claims, “[d]irect infringement under § 271(a) occurs where all steps of a claimed method are performed by or attributable to a single entity.” *Akamai Techs., Inc. v. Limelight Networks, Inc.*, 797 F.3d 1020, 1022 (Fed. Cir. 2015) (en banc). The latter circumstance, when all steps of a claimed method are merely attributable to a single entity, is often referred to as divided infringement. *See id.*

To determine whether an entity directs or controls others’ performance, courts look to general principles of vicarious liability. *Id.* An actor is liable for infringement if they act through an agent or contract with another to perform one or more steps of a claimed method. *Id.*, 1023. Similarly, an actor may be liable when they “condition[] participation in an activity or receipt of a benefit upon performance of a step or steps of a patented method and establish[] the manner or timing of that performance.” *Id.*

C. Proving Indirect Infringement Under 35 U.S.C. § 271(b) and (c)

A claim for active inducement of patent infringement requires that the patentee establish “first that there has been direct infringement, and second that the alleged infringer knowingly induced infringement and possessed specific intent to encourage another’s infringement.” *Broadcom Corp. v. Qualcomm Inc.*, 543 F.3d 683, 697-98 (Fed. Cir. 2008) (citation omitted). The Supreme Court has held that “[i]nduced infringement under § 271(b) requires knowledge that the induced acts constitute patent infringement.” *Global-Tech Appliances, Inc. v. SEB S.A.*, 563 U.S. 754, 765 (2011). As a result, inducement requires proof of knowledge of the relevant patent. *Id.*, 766. The patent holder must also allege that, once the defendant knew of the patent, the defendant “actively and knowingly aided and abetted another’s direct infringement.” *DSU Med. Corp. v.*

1 *JMS Co.*, 471 F.3d 1293, 1305 (Fed. Cir. 2006) (citation omitted).

2 Like a claim for induced infringement, “§ 271(c) requires knowledge of the existence of
3 the patent that is infringed.” *Global-Tech*, 563 U.S. at 765. In addition, the patentee must plead
4 facts that allow an inference that the components sold or offered for sale have no substantial
5 noninfringing uses. *In Re Bill of Lading Transmission & Processing Sys. Patent Litig.*, 681 F.3d
6 1323, 1337 (Fed. Cir. 2012). “[A] substantial non-infringing use is any use that is not unusual, far-
7 fetched, illusory, impractical, occasional, aberrant, or experimental.” *Id.* (citing *Vita-Mix Corp. v.*
8 *Basic Holdings, Inc.*, 581 F.3d 1317, 1327–29 (Fed. Cir. 2009)) (quotation marks omitted).

9 **III. PLAINTIFF FAILS TO CURE ITS ALLEGATIONS THAT THIRD-PARTY** 10 **PERFORMANCE IS ATTRIBUTABLE TO DEFENDANTS**

11 The '382 Patent contains a single independent claim, which requires performance by a
12 third-party bettor, *i.e.*, a user or person *other* than Defendants:

13 1. A computer-implemented method for providing increased wagering flexibility to
14 an individual bettor in the process of making a multiple armed event wager from
an electronic wager input device having a display, the method comprising steps of:

15 ...

16 *choosing, by said bettor via said display, a quantity of points to shade the initial*
17 *lines of each of said respective selected teams and choosing a positive or negative*
18 *shading direction in which to apply said chosen quantity of points to each said*
19 *starting line, wherein said step of choosing results in a bettor-defined redistribution*
of said chosen quantity of points; [...]

20 Dkt. # 65-1, '382 Patent at Claim 1 (emphasis added). In its previous (*i.e.*, third) attempt to
21 plausibly claim direct infringement, Plaintiff's allegations failed to meet the *Twombly/Iqbal*
22 pleading standards because they merely “explain[ed] how the bettor *may* use the Accused Product
23 in an infringing manner[.]” *See* Dkt. # 64 at 11 (emphasis added).

24 Under the standard articulated in *Akamai* and its progeny, not only does Plaintiff's latest
25 attempt fail to cure this deficiency—it misses the point. There are no allegations that any bettor is
26 acting as an agent of the Defendants. *See* Dkt. # 64 at 10 (citing *Akamai* and *Eli Lilly & Co.*).
27 There are no allegations that the Defendants and any bettor act as a “joint enterprise.” *Id.* And
28 there are no allegations that the Defendants “condition participation in an activity or receipt of a

benefit upon *performance of a step or steps of a patented method*” or “establish[] the manner or timing of *that performance*.” *Id.* (emphasis added). Instead, Plaintiff makes generalized allegations concerning the Accused Product with indifference towards whether any direction or control is directed towards a purportedly infringing use:

- “[T]he Defendants instruct the bettor on how to use the User/Bettor Interface and related software and the bettor derives a direct benefit from doing so.” (Dkt. # 65, ¶ 18)²;
- “The User/Bettor Interface and related software are provided under the direction and control of Defendants.” (*id.*, ¶ 19);
- “Defendants control the procedures and timing for operation of the User/Bettor Interface including receipt of the benefits of the User/Bettor Interface. Access to the Defendants’ User/Bettor Interface is limited to sports books in jurisdictions legally allowing sports betting who then offer it to end-user bettors who download the required software and sports betting application on to a smartphone or other wireless device or via a kiosk.” (*id.*);
- “The bettors then use the software to place bets including multiple-armed bets of the type that infringe the ‘382 Patent.” (*id.*).

The problem with this approach is immediately apparent. There can be no liability for non-infringing uses of the Accused Product. And on the face of Exhibit 3 to the Third Amended Complaint, those non-infringing uses are obvious. To plausibly allege divided infringement, Plaintiff was required by the claims of the ’382 Patent to allege that the “operation of the User/Bettor Interface” or any benefit deriving therefrom was conditioned upon performance of “choosing ... a quantity of points to shade the initial lines of each of said respective selected teams”

² Instruction is not relevant to the question of whether Defendants “condition[] participation in an activity or receipt of a benefit upon performance of a step or steps of a patented method and establishes the manner or timing of that performance[.]” *See Lone Star Technological Innovations, LLC v. ASUSTeK Comp., Inc.*, Case No. 6:19-cv-00059 at 12 (E.D. Tex. Jan. 14, 2020) (“If Lone Star’s allegations that ASUSTeK instructs its customers to use the ASUSTeK Monitor in an infringing way, combined with some benefit achieved through infringement, were enough, every claim of induced infringement would also state a claim for divided infringement.”).

1 and “choosing a positive or negative shading direction in which to apply said chosen quantity of
2 points” as required by the claims—not mere use of an application that may or may not infringe.

3 Plaintiff cannot avoid its own allegations highlighting the *option*, but not requirement, to
4 use the Accused Product in an allegedly infringing manner. Instead, Plaintiff’s allegations have
5 repeatedly explained that “Defendants’ software (i.e., User/Bettor Interface) [] ... *enabl[es]* bettors
6 ... to ‘buy’ points on individual teams of a multiple team wager (e.g., a parlay, teaser, etc.), and
7 *allow[s]* bettors to ‘move’ (i.e., shade in either a positive or negative direction) the line[.]” *See*
8 *id.*, ¶ 11 (emphasis added). Neither “enable” nor “allow” are terms expressing a lack of choice.
9 Likewise, Plaintiff alleges that “[t]he bettors [] use the software to place bets *including* multiple-
10 armed bets of the type that infringe the ’382 Patent[.]” *Id.*, ¶ 19 (emphasis added). If the only bets
11 bettors could place are multiple-armed bets of the type that infringe the ’382 Patent, Plaintiff
12 should have said so.

13 *Nalco Co. v. Chem-Mod, LLC*, highlighted in Defendants’ past Motion to Dismiss,
14 continues to be instructive. There, the Federal Circuit found that for joint direct infringement to
15 be plausibly pled, the allegations must be specifically directed to infringing performance. 883
16 F.3d 1337, 1351-52 (Fed. Cir. 2018) (“Our case law emphasizes the importance of correctly
17 identifying the relevant ‘activity’ or ‘benefit’ *that is being conditioned upon the performance of*
18 *one or more claim steps.*”) (internal quotations and citations omitted) (emphasis added). The
19 plaintiff in *Nalco* was permitted to proceed because it had alleged, with factual support, that each
20 infringing step performed by a third-party was “taken pursuant to the express direction and control
21 of the Defendants.” *Id.* at 1352 (citing plaintiff’s operative complaint).

22 Despite being aware of this guidance, Plaintiff’s allegations still do not come anywhere
23 close to the allegations in *Nalco Co.*, nor could they. Unlike the plaintiff in *Nalco Co.*, Plaintiff
24 here made no allegations that Defendants expressly direct bettors to choose “a quantity of points
25 to shade the initial lines of each of said respective selected teams.” *See* Dkt. # 65-1, ’382 Patent
26 at Claim 1. Plaintiff further makes no allegations that Defendants exercise any control over
27 bettors’ decisions, including the decision to shade generally, or that the benefit of using
28

Defendants' software is conditioned on bettors shading any wagers. This is because, by Plaintiff's own admission in Exhibit 3, users of Defendants' system have options in how they place bets including those that Plaintiff cannot possibly accuse of infringement.

Equally concerning, however, is that if the facts existed to plausibly plead that Defendants directed or controlled bettors to perform one or more claim steps (they do not), it should have been incumbent on Plaintiff to include them in its latest among many complaints. Plaintiff has had nearly two years to conduct pre-suit investigations, *i.e.*, test Defendants' software sufficiently to plead a proper complaint for direct infringement, identify terms or agreements mandating certain performance. This is not a case where the allegations are based on any lack of visibility into Defendants' Accused Product. But, despite ample opportunity, Plaintiff continues to rely upon generic allegations such as "the Defendants instruct the bettor on how to use the User/Bettor Interface" but do so *without* quoting a single instruction.³ Plaintiff also chose to allege that "[t]he User/Bettor Interface and related software are provided under the direction and control of Defendants[.]" but do not (even tangentially or speculatively) point to terms or agreements between Defendants and any bettor conditioning use of the Accused Product on the bettor using the Accused Product in an infringing manner (because none exist).

IV. PLAINTIFF FAILS TO PLAUSIBLY ALLEGE INDUCED INFRINGEMENT

Because Plaintiff's allegations of induced infringement require that there be plausible allegations of direct infringement (there are not as discussed in Sec. III, *supra*), the allegations as to these claims are necessarily insufficient as well. *See Broadcom Corp.*, 543 F.3d at 697-98. Even assuming, however, that Plaintiff's allegations of direct infringement were sufficient, the allegations for induced infringement do not meet the pleading requirements set forth in *Twombly* and *Iqbal*.

In addition to alleging direct infringement, claims for induced infringement require that the

³ Exhibit 3 does not show that Defendant "instruct[s] the bettor on how to use the User/Bettor Interface." A list of optional buttons for a user to select is not an instruction on how to use the software or even to select any one of the options. If, as Plaintiff suggests, "[t]he software application, like most software applications provides instructions on how to use the same[.]" it should have provided them. *See* Dkt. # 65, ¶ 20.

1 patent holder allege that, once the defendant knew of the patent, the defendant “actively and
 2 knowingly aided and abetted another’s direct infringement.” *DSU Med. Corp.*, 471 F.3d at 1305
 3 (citation omitted). Accordingly, “mere knowledge of possible infringement by others does not
 4 amount to inducement; specific intent and action to induce infringement must be proved.” *Id.*
 5 (quotations and citation omitted).

6 The Third Amended Complaint fails because its allegations are directed to mere knowledge
 7 of possible or potential infringement—not specific *intent to cause* infringement. Instead of
 8 alleging that Defendants instruct bettors how to engage in performing one or more claim steps, the
 9 Third Amended Complaint merely alleges that Defendants instruct bettors on how to use the
 10 Accused Product generally. *Compare* Dkt. # 65, ¶ 20 *with DSU Med. Corp.*, 471 F.3d at 1306
 11 (explaining an affirmative act to show induced infringement includes instructing an infringer on
 12 how to engage *in an infringing use*); *see also Takeda Pharms. v. West-Ward Pharm.*, 785 F.3d
 13 625, 631 (Fed. Cir. 2015) (quotation and citation omitted) (explaining that specific intent means
 14 an “intent to encourage infringement. The question is not just whether [product] instructions
 15 describe the infringing mode, but whether the instructions teach an infringing use of the device
 16 such that [a court may] infer from those instructions an affirmative intent to infringe the patent.”).⁴
 17 Likewise, instead of alleging that Defendants promoted the purportedly infringing use of the
 18 Accused Product, the Third Amended Complaint merely alleges that Defendants promote the
 19 Accused Product generally. *Compare* Dkt. # 65, ¶ 20 *with DSU Med. Corp.*, 471 F.3d at 1306
 20 (explaining an affirmative act to show induced infringement includes offering a product with the
 21 object of *promoting its use to infringe*). Plaintiff’s failure to provide any allegations of specific
 22 intent to cause infringement necessarily means that it failed to adequately allege induced
 23 infringement of any claim of the ’382 Patent.

24 **V. PLAINTIFF FAILS TO PLAUSIBLY ALLEGE CONTRIBUTORY**
 25 **INFRINGEMENT**

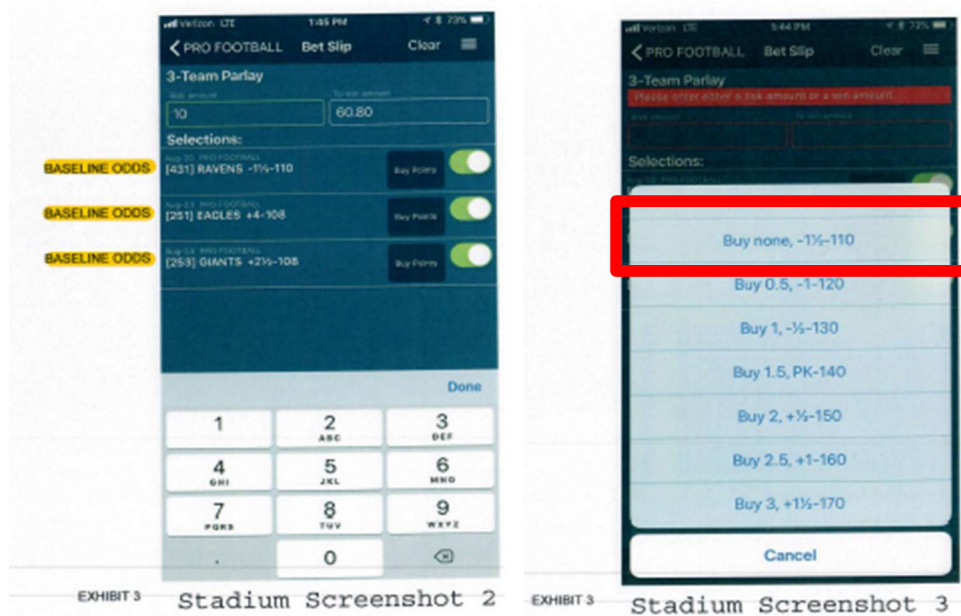
26 To sufficiently allege contributory infringement, the Third Amended Complaint must
 27 “plead facts that allow an inference that the components sold or offered for sale have no substantial

28 ⁴ See fn. 3, *supra*.

non-infringing uses.” *In re Bill of Lading*, 681 F.3d at 1337. As the Federal Circuit explained in *Vita-Mix Corp. v. Basic Holding, Inc.*, “non-infringing uses are substantial when they are not unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental.” 581 F.3d 1317, 1327 (Fed. Cir. 2009).

Plaintiff’s sole conclusory allegation that “there are not substantial non-infringing uses” of the Accused Product alone warrants dismissal of this claim. But more concerning is that this allegation stands in stark contrast to Plaintiff’s own characterization of the Accused Product. For example, as discussed in Section III, *supra*, Plaintiff alleges that “[t]he bettors [] use the software to place bets *including* multiple-armed bets of the type that infringe the ’382 Patent”—not that the only use of the Accused Product is to place multiple-armed bets of the type that infringe the ’382 Patent. *Id.*, ¶ 19 (emphasis added).

That flaw in Plaintiff’s allegations is incurable. As shown by Plaintiff’s own exhibits, the



Accused Product permits the bettor to choose not to “shade the initial lines.” *Compare* Dkt. # 65-1, ’382 Patent, Claim 1 *with* Ex. 3:

If the bettor can choose not to purchase points and instead place a bet with the baseline odds, then it necessarily follows that no “bettor-defined *redistribution* of said chosen quantity of points” occurs, as required by the claims of the ’382 Patent. In other words, Plaintiff’s pleading (and exhibits) is permanently self-defeating as to this claim.

VI. PLAINTIFF FAILS TO PLAUSIBLY ALLEGE PRE-COMPLAINT INDIRECT INFRINGEMENT

Plaintiff broadly requests that it should be “awarded all damages adequate to compensate it for Defendants infringement of the ’382 Patent[.]” To the extent the Court finds that Plaintiff has plausibly alleged either induced or contributory infringement, Plaintiff should not be entitled to move forward seeking damages on these claims prior to initiating the case.

Both induced and contributory infringement require a showing of knowledge. *See Global–Tech Appliances, Inc.*, 563 U.S. at 765. Here, Plaintiff provides no factual allegations of Defendants’ alleged pre-suit knowledge and thus Plaintiff is not entitled to pre-suit damages for indirect infringement. If Plaintiff had a factual basis to allege pre-suit knowledge, it should have done more than merely state “[u]pon information and belief, Defendants have knowledge and notice of the ’382 patent, as well as their infringement thereof.” *See* Dkt. # 65, ¶ 25. This is insufficient.

VII. PLAINTIFF FAILS TO PLAUSIBLY ALLEGE WILLFUL INFRINGEMENT WARRANTING ENHANCED DAMAGES

Plaintiff failed to state a claim for willful infringement because they have failed to allege any facts suggesting the Defendants’ conduct is “egregious ... beyond typical infringement.” *See Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016) (holding that enhanced damages are generally appropriate only in egregious cases). The Third Amended Complaint requests that “the damages to Plaintiff be trebled” and that the “case be declared exception within the meaning of § 285 [to be] awarded [] attorneys’ fees, costs, and expenses incurred in connection with this case[.]” Dkt. # 65 at 7. Its basis: “*Upon information and belief*, Defendants have had knowledge and notice of the ’382 Patent, as well as their infringement thereof[.]” “Defendants’ infringement [] has been continuous and willful[.]” and “Defendants’ infringement [] renders this case exceptional[.]” *Id.*, ¶¶ 25-27 (emphasis added).

Under the *Halo* standard, a Plaintiff cannot sufficiently plead a claim for willful infringement with simply conclusory allegations of knowledge. And in fact, the only inference of knowledge that is reasonable based on Plaintiff’s allegations are that Defendants first became

1 aware of the '382 Patent when Plaintiff initiated the first of its now four attempts to plead plausible
 2 allegations of infringement. Where, as here, Plaintiff has done nothing to distinguish this case
 3 from any other patent case, it has thus failed to state a claim for willful infringement. *See CG*
 4 *Technology Development, LLC, et al. v. Zynga, Inc.*, Case No. 2:16-cv-00859-RCJ-VCF, at 9 (D.
 5 Nev. Feb. 17, 2017) (dismissing claim of willful infringement where plaintiff merely alleged that
 6 the defendant was aware of the patent-in-suit and had continued to offer, use, and promote its
 7 casino products).

VIII. CONCLUSION

9 For all of the reasons herein, Defendants respectfully request that all of Plaintiff's claims
 10 be dismissed with prejudice.

11 DATED this 16th day of February, 2021.

12 **DICKINSON WRIGHT PLLC**

13
 14 /s/: Michael N. Feder

15 MICHAEL N. FEDER (NV Bar No. 7332)
 16 3883 Howard Hughes Pkwy., Suite 800
 Las Vegas, Nevada 89169

17 **ARNOLD & PORTER KAYE SCHOLER LLP**

18 EVAN M. ROTHSTEIN

19 PATRICK B. HALL

370 Seventeenth Street, Suite 4400

Denver, Colorado 80202

20 **ARNOLD & PORTER KAYE SCHOLER LLP**

21 MICHAEL J. GERSHONI

22 601 Massachusetts Ave., NW

Washington, District of Columbia 20001

23 *Attorneys for Defendants Stadium Technology*
 24 *Group, Inc. and GVC Holdings, PLC*

CERTIFICATE OF SERVICE

The undersigned, an employee of DICKINSON WRIGHT PLLC, hereby certifies that on the 16th day of February, 2021, a copy of **GVC HOLDINGS, PLC'S MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED** was served electronically to all parties of interest through the Court's CM/ECF system as follows:

FISHERBROYLES, LLP
Rob L. Phillips, Esq.
Email: rob.phillips@fisherbroyles.com
5670 Wilshire Blvd., Suite 1800
Los Angeles, CA 90036
Telephone: (702) 518-1239

Attorneys for Plaintiff Pure Parlay, LLC

/s/: Elsa P. Amoroso
An employee of DICKINSON WRIGHT PLLC